

## **EXHIBIT 21**

WHEN RECORDED RETURN TO:  
 HB2 Origination, LLC  
 3322 West End Avenue, Suite 450  
 Nashville, TN 37203  
 Attn: Chrystie Holmstrom

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

### WELLBORE ASSIGNMENT AND BILL OF SALE

STATE OF TEXAS	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS
COUNTIES OF AUSTIN, FAYETTE,	§	
LEE & WASHINGTON	§	

This WELLBORE ASSIGNMENT AND BILL OF SALE (this "Assignment") is from HB2 ORIGINATION, LLC, a Delaware limited liability company ("Assignor"), whose address is 3322 West End Avenue, Suite 450, Nashville, TN 37203, to ALPINE SUMMIT FUNDING LLC, a Delaware limited liability company ("Assignee"), whose address is 3322 West End Avenue, Suite 450, Nashville, TN 37203, and is dated as of the date of the latest acknowledgement appearing below but is effective as of 12:01 a.m., Central Prevailing Time on April 1, 2022 (the "Effective Time"). Assignor and Assignee are sometimes referred to herein each as a "Party" and collectively as the "Parties". Capitalized terms used herein that are not defined in the other provisions of this Assignment have the respective meanings given to them in that certain Asset Purchase Agreement dated April 29, 2022, between Assignor and Assignee (the "APA").

### ARTICLE I ASSIGNMENT

**1.1 Assignment** For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby, effective as of the Effective Time, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Assignee, the following, but excluding the Excluded Assets (as defined below) (the following, less and except the Excluded Assets, the "Wellbore Interests"):

(a) with respect to each Hydrocarbon well set forth in Exhibit A-1 (collectively, the "Wells", and each, a "Well"), all of Assignor's right, title and interest in and to the following:

(i) the wellbore of such Well, as such wellbore has been completed as of the Effective Time or may be extended or otherwise reworked or recompleted at any time thereafter;

(ii) all Hydrocarbons (as defined below) produced from or attributable to the wellbore of such Well from and after the Effective Time, and all proceeds or accounts receivable resulting from the sale of any such Hydrocarbons;

(iii) the Leases (as defined below), in each case, **INSOFAR AND ONLY INSOFAR** as the rights thereunder are necessary or used to (A) own, operate, and maintain such Well, (B) participate in and perform subsequent operations at any time applicable to such Well (including maintenance, repair, workovers, reworks, or extensions (including lateral extensions) of the wellbore of

such Well), or (C) produce, store, and transport Hydrocarbons from the wellbore of such Well (such rights to and under the Leases, collectively, the “**Wellbore Lease Rights**”);

(iv) any units or pooled or communitized lands arising on account of the Leases having been unitized or pooled into such units, pools or communitized lands, and all unitization, pooling or communitization agreements, declarations or designations and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, in each case, **INSOFAR AND ONLY INSOFAR** as necessary or used to (A) own, operate, and maintain such Well, (B) participate in and perform subsequent operations at any time applicable to such Well (including maintenance, repair, workovers, reworks, or extensions (including lateral extensions) of the wellbore of such Well), or (C) produce, store, and transport Hydrocarbons from the wellbore of such Well (such rights to and under the foregoing, collectively, the “**Unit Rights**”);

(v) all tangible personal property, fixtures, and improvements, in each case, **INSOFAR AND ONLY INSOFAR** as necessary for or used in connection with the ownership or operation of, or for the production or transportation of Hydrocarbons from, such Well or the other Wellbore Interests therein (including (i) all wellheads, casing, tubing, pumps, motors, gauges, valves, heaters, treaters, water lines, and vessels and (ii) all flowlines, pipelines, meters, separators, heater treaters, vapor recovery units, tanks, and any other associated equipment), in each case, to the extent the foregoing (A) are located up to, or constitute a part of, the wellhead of such Well or (B) are located between the wellhead of such Well and the outlet valve of the individual gas meter applicable to such Well (for gas) or the outlet valves of the oil tank battery and water tank battery of the facilities applicable to such Well (for oil and water) (collectively, the “**Wellbore Facilities**”);

(vi) all Contracts, in each case, **INSOFAR AND ONLY INSOFAR** as, and then only to the extent, pertaining to (a) the ownership of the Wellbore Interests (including existing joint operating agreements to the extent covering or relating to any of the Wells or Wellbore Lease Rights) or (b) the gathering, treating, storing, transporting, processing, or selling of Hydrocarbons from the Wells (and not to the extent pertaining to the ownership of, or the gathering, treating, storing, transporting, processing, or selling of Hydrocarbons from, any Excluded Assets) (collectively, the “**Applicable Contracts**”); including, to the extent pertaining to the other Wellbore Interests, all Material Contracts and Midstream Contracts listed on Schedule 3.17 of the APA;

(b) with respect to each Well, (i) an undivided twenty percent (20%) of all of Assignor’s legal right, title, and interest (together with and limited to the beneficial ownership, rights, and obligations set forth in Section 1.3 of this Assignment) in and to all tangible personal property, fixtures, and improvements, in each case, **INSOFAR AND ONLY INSOFAR** as necessary for or used in connection with the gathering, treating, storing, transporting, processing, or selling of Hydrocarbons from such Well (including all flowlines, pipelines, meters, and other similar equipment), in each case, to the extent the foregoing are located between the Wellbore Facilities applicable to such Well (for gas) and the locations at which custody to the Hydrocarbons and other production from such Well transfers from Assignor to the respective counterparties pursuant to the applicable gas Marketing Contracts described on Schedule 3.17 of the APA (such locations, the “**Custody Transfer Points**”, and the foregoing in this clause (b), collectively, the “**Gathering Facilities**” (which defined term, for clarity, includes all of Assignor’s right, title, and interest in and to the foregoing in this clause (b), including both the undivided twenty percent (20%) thereof included within the Wellbore Interests as well as that portion constituting the Retained Gathering Facilities) and, together with the Wellbore Facilities, the “**Well Facilities**”), and (ii) the rights to the use of all of the Gathering Facilities (including both the portion constituting Wellbore Interests and the portion constituting Retained Gathering Facilities) as set forth in Section 1.3 below, including the highest priority call on capacity thereon for transportation of Hydrocarbons;

(c) with respect to each Well, a non-exclusive, perpetual, assignable, cost-free license to use all rights-of-way, easements, access or crossing licenses, and permits, in each case, **INSOFAR AND ONLY INSOFAR** as necessary for or used in connection with the ownership, operation or maintenance of, or the production, gathering, treating, storing, transporting, processing, or selling of Hydrocarbons from, such Well (collectively, the "Applicable Easements");

(d) copies (but not the originals) of the Issuer Books and Records (as defined below);  
and

(e) all rights, claims, and causes of action (including all rights of indemnity, recovery, set-off or refunds against Third Parties) of Assignor, including rights, claims, and causes of action against Third Parties under Contracts that are not Applicable Contracts, in each case, **INSOFAR AND ONLY INSOFAR** as such rights, claims, or causes of action relate to the Assumed Liabilities or to title to the Wellbore Interests (collectively, the "Conveyed Claims").

For the avoidance of doubt, the Wellbore Interests conveyed by this Assignment are the same interests of Assignor that are subject to that certain Precautionary Wellbore Interest Deed of Trust, Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement from Assignor to Assignee entered into as of April 29, 2022, and recorded as Document No. 2022-01965, at Book 1321, Page 0780, in the County Clerk's Office of Lee County, Texas, which was filed as a precaution in case the conveyance contemplated by this Assignment and the APA is deemed to be a pledge to secure a loan in spite of the express intent of the Parties that the conveyance contemplated herein and in the APA constitute a true and complete sale of the Wellbore Interests as described in this Assignment.

It is the intent of Assignor to convey and this Assignment hereby conveys to Assignee, from and after the Effective Time, the Wellbore Interests, regardless of errors in description, any incorrect or misspelled names, or any mistranscribed or incorrect recording references.

TO HAVE AND TO HOLD, the Wellbore Interests together with all rights, titles, interests, estates, remedies, powers, and privileges thereunto appertaining unto Assignee and its successors and assigns forever, subject, however, to the terms of this Assignment and the APA.

**1.2 Reservation of Excluded Assets.** The Wellbore Interests shall not include, and Assignor hereby reserves and retains unto itself, the Excluded Assets.

**1.3 Gathering Facilities.**

(a) Except as otherwise may be agreed by the Parties in writing, the Parties acknowledge and agree that after the Effective Time, each Party will own an undivided interest as a tenant-in-common in the Gathering Facilities. The rights, duties, obligations and liabilities of the Parties will be several and not joint or collective, and nothing contained herein will ever be construed as creating a partnership of any kind, a joint venture, an association, a trust, or as imposing upon any or all of the Parties any partnership or fiduciary duty, obligation or liability. Except as otherwise provided in this Section 1.3, each of Assignor and Assignee will be individually responsible only for its obligations, as set out in this Assignment.

(b) The Parties acknowledge and agree that Assignor shall have exclusive charge, management, and control of all operations to be conducted on the Gathering Facilities. Notwithstanding the foregoing, the Parties agree as follows:

(i) Assignee will be entitled to the highest priority call on capacity on the Gathering Facilities for transportation of Hydrocarbons, pursuant to which if conditions dictate that Assignor must shut-in or curtail transportation service, such priority service would be the last classification of service priority to be curtailed after any other level of service, including interruptible service;

(ii) Assignor shall exercise commercially reasonable efforts to operate the Gathering Facilities (A) as a reasonable and prudent operator and in accordance with prudent industry practice for assets similar to the Gathering Facilities and (B) in compliance with applicable laws;

(iii) Assignor shall exercise commercially reasonable efforts to enter into contracts and other arrangements for the provision of services to third parties on the Gathering Facilities in accordance with its reasonable business judgment; *provided*, that, Assignor shall enter into all such contracts on an arm's length basis; and

(iv) Assignor will be solely responsible for preparing filings and tax returns with respect to, reporting, paying and discharging all Asset Taxes attributable to the Gathering Facilities.

(c) Beginning at the Effective Time and continuing each month thereafter, Assignee shall pay to Assignor in cash Assignee's pro rata share of Operating Expenses with respect to the immediately preceding Month. Assignor shall determine Assignee's pro rata share of Operating Expenses for a particular month and for each applicable Gathering Facility or portion of the Gathering Facility that is separately metered by allocating the total amount of Operating Expenses incurred by Assignor and its Affiliates for such Gathering Facility or portion thereof between Assignee and all other Persons flowing Hydrocarbons on such Gathering Facility or portion thereof (including Assignor) based on the volumes of Hydrocarbons delivered by Assignee and received into such Gathering Facility or portion thereof during the prior month, relative to the total volumes of Hydrocarbons delivered by all Persons flowing Hydrocarbons into such Gathering Facility or portion thereof (including both Assignor and Assignee) during the prior month.

(d) Assignor will maintain accurate books and records regarding the determination and accounting of the Operating Expenses in accordance with applicable laws. Assignor shall prepare and deliver to Assignee a statement setting forth in reasonable detail the calculation of the Operating Expenses and allocation thereof for the prior month. All amounts due under this Assignment will be paid by wire transfer of immediately available federal funds to the accounts specified in writing (including by email) by Assignor from time to time no later than 30 days after the date for which the statement is received by Assignee.

(e) Each of the agreements, covenants and conditions contained in this Section 1.3 shall be binding on and enforceable by each Party and its successors and assigns and shall be deemed to be covenants running with the land, and will attach to and run with the Gathering Facilities, including the Applicable Easements and all other real property interests appurtenant to and used or held for use, in connection with the Gathering Facilities. Any conveyance by either Party or its respective successors or assigns of all or any of the Gathering Facilities shall be subject to this Assignment and will be burdened by the other Party's rights hereunder, and the transferring Party, its Affiliates and their respective successors and assigns shall cause any such conveyance to be made expressly subject to this Assignment.

## ARTICLE II

### NO TITLE WARRANTIES; SUBROGATION; DISCLAIMERS

**2.1 No Title Warranties.** Without limiting any of Assignee's rights under the APA, including its rights under Section 5.11 thereof, **THIS ASSIGNMENT IS MADE WITHOUT ANY WARRANTY OF TITLE**



TO THE WELLBORE INTERESTS, EXPRESS OR IMPLIED, AND EACH PARTY HEREBY EXPRESSLY DISCLAIMS, WAIVES AND NEGATES ANY SUCH TITLE WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE. However, with respect to any Title Failure, if Assignor has defaulted in the timely observance or performance of any obligations of Assignor contained in Section 5.11 of the APA in respect of such Title Failure after notice of such Title Failure has been given to Assignor in accordance with Section 5.11 of the APA, then Assignee will be assigned and subrogated to, and will have the benefit of and the right to enforce, all representations, warranties, and covenants of title which Assignor may have from its Third Party predecessors in interest to the extent applicable with respect to such Title Failure and to the extent Assignor may legally assign such rights and grant such subrogation.

## **2.2 Disclaimers.**

(a) EXCEPT FOR THE EXPRESS AND SPECIFIC REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE 3 OF THE APA, OR IN ANY OTHER BASIC DOCUMENT, OR IN THE EVENT OF ACTUAL FRAUD, (I) ASSIGNEE ACKNOWLEDGES THAT NONE OF ASSIGNOR OR ANY OTHER MEMBER OF SELLER INDEMNITY GROUP HAS MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES (ON ITS BEHALF AND ON BEHALF OF THE OTHER MEMBERS OF SELLER INDEMNITY GROUP), AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, INCLUDING RELATING TO PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, GAS BALANCING INFORMATION, OR THE QUALITY, QUANTITY, OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE WELLBORE INTERESTS, OR THE ACCURACY, COMPLETENESS, OR MATERIALITY OF ANY ISSUER BOOKS AND RECORDS, OR OTHER RECORDS, INFORMATION, DATA, OR MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO ANY MEMBER OF ISSUER INDEMNITY GROUP BY OR ON BEHALF OF ANY MEMBER OF SELLER INDEMNITY GROUP, OR THE ENVIRONMENTAL OR OTHER CONDITION OF THE WELLBORE INTERESTS, AND (II) ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES (ON ITS BEHALF AND ON BEHALF OF THE OTHER MEMBERS OF SELLER INDEMNITY GROUP), AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY AND ALL LIABILITY AND RESPONSIBILITY OF ANY MEMBER OF SELLER INDEMNITY GROUP FOR ANY REPRESENTATION, WARRANTY, STATEMENT, OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY MEMBER OF ISSUER INDEMNITY GROUP (INCLUDING ANY OPINION, INFORMATION, PROJECTION, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ANY SUCH PERSON BY ASSIGNOR OR ANY OTHER MEMBER OF SELLER INDEMNITY GROUP).

(b) EXCEPT FOR THE EXPRESS AND SPECIFIC REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE 3 OF THE APA, OR IN ANY OTHER BASIC DOCUMENT, OR IN THE EVENT OF ACTUAL FRAUD, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, AS TO ANY OF THE FOLLOWING: (I) THE CONTENTS, CHARACTER, ACCURACY, COMPLETENESS, OR MATERIALITY OF RECORDS, INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE OR ANY MEMBER OF ISSUER INDEMNITY GROUP BY OR ON BEHALF OF ANY MEMBER OF SELLER INDEMNITY GROUP, INCLUDING ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY ANY MEMBER OF SELLER INDEMNITY GROUP OR ANY THIRD PARTY WITH RESPECT TO THE WELLBORE INTERESTS; (II) THE CONTENTS, CHARACTER, OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL, OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE WELLBORE INTERESTS; (III) ANY ESTIMATES OF THE VALUE OF, OR FUTURE REVENUES GENERATED BY, THE WELLBORE INTERESTS; (IV) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, GAS BALANCING INFORMATION, OR THE QUALITY, QUANTITY, VOLUME, OR RECOVERABILITY OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO

THE WELLBORE INTERESTS; (V) TITLE TO ANY OF THE WELLBORE INTERESTS; (VI) MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, MARKETABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE WELLBORE INTERESTS; (VII) ANY RIGHTS OF PURCHASERS UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE; (VIII) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN; (IX) ANY IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LEGAL REQUIREMENTS; (X) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT; AND (XI) THE ENVIRONMENTAL OR OTHER CONDITION OF THE WELLBORE INTERESTS, INCLUDING ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, THE RELEASE OF HAZARDOUS SUBSTANCES INTO THE ENVIRONMENT, OR PROTECTION OF THE ENVIRONMENT OR OF HUMAN HEALTH, SAFETY, OR NATURAL RESOURCES. IT IS THE EXPRESS INTENTION OF ASSIGNEE AND ASSIGNOR THAT, EXCEPT FOR THE EXPRESS AND SPECIFIC REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE 3 OF THE APA, OR IN ANY OTHER BASIC DOCUMENT, AND SUBJECT TO AND WITHOUT LIMITING ASSIGNEE'S RIGHTS UNDER RIGHTS UNDER SECTION 5.02 AND SECTION 5.11 OF THE APA, THE WELLBORE INTERESTS ARE BEING ACCEPTED BY ASSIGNEE, "AS IS" AND "WHERE IS" AND WITH ALL FAULTS AND DEFECTS (KNOWN OR UNKNOWN, PATENT OR LATENT, DISCOVERABLE OR UNDISCOVERABLE) AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR, AND ASSIGNEE HAS MADE ANY AND ALL SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

(c) ASSIGNEE ACKNOWLEDGES THAT THE WELLBORE INTERESTS HAVE BEEN USED FOR EXPLORATION, DEVELOPMENT, AND PRODUCTION OF HYDROCARBONS AND THAT EQUIPMENT AND SITES INCLUDED IN THE WELLBORE INTERESTS MAY CONTAIN NATURALLY OCCURRING RADIOACTIVE MATERIAL, RADON AND ASBESTOS ("NORM") OR OTHER HAZARDOUS SUBSTANCES. NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS, MATERIALS, AND EQUIPMENT AS SCALE, OR IN OTHER FORMS. THE WELLS, MATERIALS, AND EQUIPMENT LOCATED ON THE WELLBORE INTERESTS OR INCLUDED IN THE WELLBORE INTERESTS MAY CONTAIN NORM AND OTHER WASTES OR HAZARDOUS SUBSTANCES. NORM CONTAINING MATERIAL AND/OR OTHER WASTES OR HAZARDOUS SUBSTANCES MAY HAVE COME IN CONTACT WITH VARIOUS ENVIRONMENTAL MEDIA, INCLUDING AIR, WATER, SOILS, OR SEDIMENT. SPECIAL PROCEDURES MAY BE REQUIRED FOR THE ASSESSMENT, REMEDIATION, REMOVAL, TRANSPORTATION, OR DISPOSAL OF ENVIRONMENTAL MEDIA, WASTES, ASBESTOS, NORM, AND OTHER HAZARDOUS SUBSTANCES FROM THE WELLBORE INTERESTS.

(d) THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LEGAL REQUIREMENT TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 2.2 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LEGAL REQUIREMENT.

### ARTICLE III ASSUMPTION

3.1 Assignee Assumption. Subject to and without limiting Assignee's rights under Section 5.02 and Section 5.11 of the APA, Assignee assumes and hereby agrees to pay and discharge all of the Assumed Liabilities.

#### ARTICLE IV ADDITIONAL DEFINITIONS

The following terms, as used herein, shall have the meanings set forth below:

**"Affiliate"** (including its derivatives and similar terms) means, when used with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person. For purposes of this Agreement, (a) Assignor and the Subsidiary are Affiliates of one another, (b) solely for purposes of this Assignment and the other applicable Basic Documents (and notwithstanding that such entities are not affiliates in fact of one another), Operator shall be deemed to be an Affiliate of Assignor, and (c) Assignor and its subsidiaries (including the Subsidiary), on the one hand, and Assignee and its subsidiaries, on the other hand, shall not be considered Affiliates of one another.

**"Asset Taxes"** means ad valorem, property, excise, severance, production, sales, use, impact and similar taxes based upon or measured by the ownership or operation of the Gathering Facilities, but excluding, for the avoidance of doubt, income taxes and transfer taxes.

**"Excluded Assets"** has the meaning set forth on Exhibit B.

**"Governmental Body"** means any (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign, tribal or other government; (c) governmental, quasi-governmental, regulatory or administrative authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (d) multi-national organization or body; (e) arbitral panel, commission, body or other authority exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature; or (f) any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

**"Hydrocarbons"** means oil, gas, carbon dioxide and other hydrocarbons produced or processed in association therewith (whether or not such item is in liquid or gaseous form), including all crude oils, condensates and natural gas liquids at atmospheric pressure and all gaseous hydrocarbons (including wet gas, dry gas and residue gas) or any combination thereof, and any minerals produced in association therewith.

**"Issuer Books and Records"** means, **INSOFAR AND ONLY INSOFAR** as relating to the Wellbore Interests, the following: all lease files; land files, including unrecorded agreements related thereto; well files; division order files; abstracts; title opinions; land surveys; logs; maps; and other books, records, data, files, and accounting records; but, in each case, excluding any and all (a) books, records, data, files, maps, and accounting records to the extent disclosure or transfer is restricted or prohibited by third-party agreement or applicable Legal Requirements, (b) attorney-client privileged communications and work product of Assignor's legal counsel (other than title opinions), (c) reserve studies and evaluations, and (d) records relating to the negotiation and consummation of the acquisition of the Wellbore Interests pursuant to the APA.

**"Leases"** means all oil and gas leases, subleases, mineral fees, leaseholds, and other similar interests of Assignor covering or contributing to Assignor's interest in any Well, including all interests set forth on Exhibit A-2 and all of Assignor's applicable working interests, leasehold interests, overriding royalty interests, royalty interests, net profits interests, carried interests, and similar rights and interests in the lands covered by such leases and the lands pooled, unitized, or communitized with the lands covered by such leases.



**“Legal Requirement”** means any federal, state, local, municipal, foreign, international, multinational or other law (including common law), Order, code, constitution, ordinance, rule (including rules of common law), regulation, statute, treaty (including any income tax treaty), license, permit, authorization, approval, consent, decree, injunction, binding judicial or administrative interpretation or other legally enforceable directive or requirement, in each case, enacted, promulgated, issued or entered by a Governmental Body.

**“Midstream Contracts”** means each Contract that is (A) for the gathering, treatment, storage, transportation or processing of Hydrocarbons produced from the Wellbore Interests or (B) for the sale, purchase, exchange, or other disposition of Hydrocarbons produced from the Wellbore Interests, in each case at or downstream of the applicable Custody Transfer Points (whether or not set forth on Schedule 3.17 of the APA).

**“Operator”** means Ironroc Energy Partners, LLC, a Texas limited liability company, in its capacity as operator under the Joint Operating Agreement.

**“Operating Expenses”** means, without duplication, all (i) operating expenses and capital expenditures to the extent attributable to the operation, ownership, maintenance, or repair of the Gathering Facilities during the period from and after the Effective Time until the Closing Date and incurred in the ordinary course and not as a result of any failure by Assignor or its Affiliates to comply with the standards set forth in applicable operating agreements, (ii) costs and expenses attributable to the operation, ownership, maintenance, and/or repair of the Gathering Facilities to the extent incurred during or attributable to the period from and after the Closing Date, (iii) Asset Taxes relating to the Gathering Facilities, and (iii) other Liabilities, Damages, and obligations incurred during or otherwise attributable to the period from and after the Closing Date and that are related or attributable to the operation or ownership of the Gathering Facilities.

**“Order”** means any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

**“Person”** means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, unincorporated organization, limited liability entity, estate, trust, association, organization, labor union, or other entity or Governmental Body.

**“Subsidiary”** means AIP Borrower, LP, a Delaware limited partnership.

**“Third Party”** shall mean any Person other than the Parties or their respective Affiliates.

## ARTICLE V MISCELLANEOUS

**5.1 Subject to APA.** This Assignment is subject to and delivered under the terms and conditions of the APA. If any provision of this Assignment is construed to conflict with any provision of the APA, the provisions of the APA shall be deemed controlling to the extent of that conflict; *provided, however*, that Third Parties may conclusively rely on this Assignment to vest title to the Wellbore Interests in Assignee. The execution and delivery of this Assignment shall not operate to release or impair any surviving rights or obligations of any Party under the APA. The APA survives execution and delivery of this Assignment and there is no merger of the APA with and into this Assignment.

**5.2 Separate Assignments.** Where separate assignments of the Wellbore Interests have been or will be executed for filing in other recording jurisdictions or counties, any such separate assignments

(a) shall evidence this Assignment and the assignment of the Wellbore Interests herein made, and shall not constitute any duplication of the assignment of any Wellbore Interests, (b) are not intended to modify, and shall not modify, any of the terms, covenants and conditions, or limitations on warranties set forth in this Assignment or in the APA, and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate assignments.

**5.3 Recordation.** To facilitate the recording or filing of this Assignment, the counterpart to be recorded in a given county may contain only that portion of the exhibits that describe Wellbore Interests located in that county.

**5.4 Exhibits.** Exhibits attached to this Assignment constitute a part of this Assignment. The lessors and/or lessees named in the exhibits to this Assignment may be historic parties in the leasehold chain of title, and, in some cases, said parties may not be the current lessor and/or lessee of the applicable Lease.

**5.5 Entire Agreement and Modification.** This Assignment supersedes all prior discussions, communications, and agreements (whether written or oral) between the Parties with respect to its subject matter and constitutes (along with the APA and other Basic Documents) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Assignment may not be amended or otherwise modified except by a written agreement executed by both Parties and the Majority Noteholders.

**5.6 Waiver.** Neither the failure nor any delay by either Party in exercising any right, power, or privilege under this Assignment shall operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable Legal Requirements; (a) no claim or right arising out of this Assignment can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party; (b) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one Party shall be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand.

**5.7 Governing Law.** This Assignment and any claim or cause of action (whether based in statute, tort, contract or otherwise) based upon or arising under this Assignment or any of the Closing Documents, based upon or arising in connection with any dealings between the Parties relating to the subject matter of this Assignment or the negotiation or performance of this Assignment, or otherwise relating to the transactions contemplated by this Assignment ("**Covered Claims**") shall be governed by the internal laws of the State of Texas, including its statutes of limitations, without regard to any borrowing statute that would result in the application of the statute of limitations of any other jurisdiction, provided that any matter that relates to real property the legal effect of which as related to such real property is dependent on the substantive laws of the State where such real property is located or other jurisdiction having authority over such matter as related to such real property shall be governed by the substantive laws of the State where such real property is located or such other jurisdiction having authority over such matter as related to such real property, as applicable.

**5.8 Jurisdiction; Service of Process.** EACH PARTY TO THIS ASSIGNMENT HEREBY SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS ASSIGNMENT, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE EXCLUSIVE GENERAL JURISDICTION OF THE

COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, THE COURTS OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND APPELLATE COURTS FROM ANY THEREOF. EACH PARTY (I) CONSENTS TO SUBMIT ITSELF TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR SUCH COVERED CLAIMS, (II) AGREES THAT IT WILL NOT ATTEMPT TO DENY OR DEFEAT SUCH PERSONAL JURISDICTION BY MOTION OR OTHER REQUEST FOR LEAVE FROM ANY SUCH COURT, AND (III) AGREES THAT IT WILL NOT BRING ANY COVERED CLAIM IN ANY COURT OTHER THAN SUCH COURTS. EACH PARTY ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE AND IRREVOCABLE JURISDICTION AND VENUE OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY NON-APPEALABLE JUDGMENT RENDERED THEREBY, IN EACH CASE, IN CONNECTION WITH SUCH COVERED CLAIMS. A COPY OF ANY SERVICE OF PROCESS SERVED UPON THE PARTIES IN CONNECTION WITH A COVERED CLAIM SHALL BE MAILED BY REGISTERED MAIL TO THE RESPECTIVE PARTY EXCEPT THAT, UNLESS OTHERWISE PROVIDED BY APPLICABLE LEGAL REQUIREMENTS, ANY FAILURE TO MAIL SUCH COPY SHALL NOT AFFECT THE VALIDITY OF SERVICE OF PROCESS. IF ANY AGENT APPOINTED BY A PARTY REFUSES TO ACCEPT SERVICE, EACH PARTY AGREES THAT SERVICE UPON THE APPROPRIATE PARTY BY REGISTERED MAIL SHALL CONSTITUTE SUFFICIENT SERVICE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF A PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LEGAL REQUIREMENTS.

**5.9 Waiver of Jury Trial.** EACH OF THE PARTIES HERETO HEREBY WAIVES AND AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO COVERED CLAIMS. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THE TRANSACTIONS UNDER THIS ASSIGNMENT AND THE OTHER CLOSING DOCUMENTS.

**5.10 Severability.** If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment shall remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

**5.11 Successors and Assigns.** This Assignment shall apply to, be binding in all respects upon, and inure to the benefit of the successors and assigns of the Parties.

**5.12 Further Assurances.** The Parties agree (a) to furnish upon request to each other such further information, (b) to execute, acknowledge, and deliver to each other such other documents, and (c) to do such other acts and things, all as the other Party may reasonably request and which are reasonably necessary for the purpose of carrying out the intent of this Assignment and the APA.

**5.13 Counterparts.** This Assignment may be executed and delivered (including by facsimile or electronic transmission) in one or more counterparts, each of which shall be deemed to be an original copy of this Assignment, and each of which may be executed by less than all of the Parties, and shall be enforceable and effective against the Parties actually executing such counterparts, and all of which, when taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart signature page by facsimile, email, or other means of electronic transmission is as effective as executing and delivering this Assignment in the presence of the other Party to this Assignment.

**5.14 References and Rules of Construction.** All references in this Assignment to Exhibits, Schedules, Annexes, Articles, Sections, subsections and other subdivisions refer to the corresponding Exhibits, Schedules, Annexes, Articles, Sections, subsections and other subdivisions of or to this Assignment unless expressly provided otherwise. Titles appearing at the beginning of any Articles, Sections, subsections and other subdivisions of this Assignment are for convenience only, do not constitute any part of this Assignment, and shall be disregarded in construing the language hereof. The words “this Assignment,” “herein,” “hereby,” “hereunder” and “hereof,” and words of similar import, refer to this Assignment as a whole and not to any particular Article, Section, subsection or other subdivision unless expressly so limited. The words “this Article,” “this Section” and “this subsection,” and words of similar import, refer only to Article, Section or subsection hereof in which such words occur. The word “including” (in its various forms) means “including without limitation.” Each accounting term not defined herein will have the meaning given to it under GAAP, as in effect on the date of this Assignment. The word “or” is not exclusive and shall have the same meaning as “and/or” unless the context requires otherwise. Pronouns in masculine, feminine or neuter genders shall be construed to state and include any other gender, and words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Unless expressly stated otherwise, references to any Legal Requirement, Contract, or Lease shall mean such Legal Requirement, Contract, or Lease as it may be amended from time to time.

*[Signature pages follow]*

This Assignment has been executed by the Parties as of the date of their respective acknowledgements below, but is effective for all purposes as of the Effective Time.

**ASSIGNOR:**

**HB2 ORIGATION, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Craig Perry  
Title: President and Chief Executive Officer

**ACKNOWLEDGMENT**

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

I, the undersigned, a notary public of the said county, do hereby certify that on this 21<sup>st</sup> day of April, 2022, before me personally appeared Craig Perry, who acknowledged himself to be the President and Chief Executive Officer of HB2 ORIGATION, LLC, and that he as such President and Chief Executive Officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as President and Chief Executive Officer of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: 11-3-2025  
(Notarial Seal)





This Assignment has been executed by the Parties as of the date of their respective acknowledgements below, but is effective for all purposes as of the Effective Time.

**ASSIGNEE:**

**ALPINE SUMMIT FUNDING LLC,**  
a Delaware limited liability company

By: [Signature]  
Name: Craig Perry  
Title: President and Chief Executive Officer

**ACKNOWLEDGMENT**

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

I, the undersigned, a notary public of the said county, do hereby certify that on this 29<sup>th</sup> day of April, 2022, before me personally appeared Craig Perry, who acknowledged himself to be the President and Chief Executive Officer of ALPINE SUMMIT FUNDING LLC, and that he as such President and Chief Executive Officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as President and Chief Executive Officer of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
Notary Public

My commission expires: 11-3-2025  
(Notarial Seal)



**EXHIBIT A-1**

ATTACHED TO AND MADE A PART OF THAT CERTAIN WELLBORE ASSIGNMENT AND BILL OF SALE FROM  
HB2 ORIGINATION, LLC TO ALPINE SUMMIT FUNDING LLC  
DATED EFFECTIVE AS OF APRIL 1, 2022

**WELLS**

[See attached.]

EXHIBIT A-1

VOL 1 322 PG 0014

**EXHIBIT A-1**

ATTACHED TO AND MADE A PART OF THAT CERTAIN WELLBORE ASSIGNMENT AND BILL OF SALE FROM  
 HB2 ORIGATION, LLC TO ALPINE SUMMIT FUNDING LLC  
 DATED EFFECTIVE AS OF APRIL 1, 2022

**WELLS****Part I: HB2 Origination, LLC Legacy Wells**

Well Name	Well #	API Number	County	State
Swedish Chef	1H	42-477-30727	Washington	Texas
Swedish Chef	2H	42-477-31150	Washington	Texas
Swedish Chef	3H	42-477-31151	Washington	Texas
Swedish Chef	4H	42-477-31178	Washington	Texas
Grover	1H	42-477-31162	Washington & Lee	Texas
Animal	1H	42-287-32758	Lee	Texas
Stella Mae	2H	42-149-33525	Fayette	Texas
Stella Mae	3H	42-149-33526	Fayette	Texas
Constantine	2H	42-149-33521	Fayette & Washington	Texas

**Part II: AIP Borrower, LP Legacy Wells**

Well Name	Well #	API Number	County	State
Gonzo	1H	42-287-32747	Lee & Fayette	Texas
Gonzo	2H	42-287-32748	Lee & Fayette	Texas
Beaker B	2H	42-287-32740	Lee	Texas
Beaker B	3H	42-287-32741	Lee	Texas
Gonzo	3H	42-149-33498	Fayette	Texas
Gonzo B	4H	42-149-33499	Fayette	Texas
Gonzo B	5H	42-149-33500	Fayette	Texas
Constantine	1H	42-149-33502	Fayette & Washington	Texas
Huebner-Klaus A.C. Gas Unit No. 1	1H	42-015-31065	Austin	Texas

**EXHIBIT A-2**

ATTACHED TO AND MADE A PART OF THAT CERTAIN WELLBORE ASSIGNMENT AND BILL OF SALE FROM  
HB2 ORIGINATION, LLC TO ALPINE SUMMIT FUNDING LLC  
DATED EFFECTIVE AS OF APRIL 1, 2022

**LEASES**

[See attached.]

**EXHIBIT A-2**

ATTACHED TO AND MADE A PART OF THAT CERTAIN WELLBORE ASSIGNMENT AND BILL OF SALE  
FROM HB2 ORIGINATION, LLC TO ALPINE SUMMIT FUNDING LLC DATED EFFECTIVE AS OF APRIL 1, 2022

**LEASES****Part I: HB2 Origination, LLC Legacy Leases****Constantine 2H Leases**

Recorded in the Official Records of Fayette County, Texas:

<b>Lessor</b>	<b>Lessee</b>	<b>Lease Date</b>	<b>Book #</b>	<b>Page #</b>
Christine Dyer Jervis, et al.	Taylor Land & Mineral & Mineral Services, Inc.	8/28/2018	1878	451
Union Pacific Railroad Company	Paleo Oil Company LLC	10/1/2018	1878	433
Carolyn Keng, et al.	Taylor Land & Mineral & Mineral Services, Inc.	9/10/2018	1876	575
Casey Ann Smith, et al.	Taylor Land & Mineral & Mineral Services, Inc.	9/10/2018	1876	577
Texas Osage Royalty Pool, Inc.	Paleo Oil Company LLC	8/15/2018	1876	459
Jetta-X2, LP	Paleo Oil Company LLC	11/1/2018	1879	773
Carolyn Keng	Taylor Land & Mineral & Mineral Services, Inc.	9/10/2018	1882	734
Casey Ann Smith, et al.	Taylor Land & Mineral & Mineral Services, Inc.	9/10/2018	1882	736
Larry L. Woytek and wife, Becky Woytek	Taylor Land & Mineral & Mineral Services, Inc.	9/20/2018	1882	740
Jason R. Adams	Taylor Land & Mineral & Mineral Services, Inc.	10/24/2019	1924	414
Jena Adams Tally	Taylor Land & Mineral & Mineral Services, Inc.	10/24/2019	1924	413
David Schulz	Taylor Land & Mineral & Mineral Services, Inc.	11/12/2019	1924	410
Devon Energy Production Company, L.P.	Matrix Revolution, LLC	1/31/2019	1890	620
State of Texas (MF120226)	Paleo Oil Company LLC	1/21/2020	1929	886
Betty C. Cook	Taylor Land & Mineral Services	5/23/2020	1946	808



## Stella Mae 2H and 3H Leases

Recorded in the Official Records of Fayette County, Texas:

Lessor	Lessee	Lease Date	Book #	Page #
Kenneth Dorbandt	Leexus Oil LLC	3/1/2009	1485	723
Steve Franks	Leexus Oil LLC	2/26/2009	1485	724
Bill Morgan	Leexus Oil LLC	2/24/2009	1485	725
Carol Morgan	Leexus Oil LLC	2/24/2009	1485	726
Leann Melissa Morgan	Leexus Oil LLC	2/19/2009	1485	727
Lori Lee Morgan	Leexus Oil LLC	2/19/2009	1485	728
Lyndon Frank Morgan	Leexus Oil LLC	2/23/2009	1485	729
Malinda L. Morgan	Leexus Oil LLC	2/18/2009	1485	730
Edward Robinson	Leexus Oil LLC	3/4/2009	1485	731
Rudy Scheel	Leexus Oil LLC	2/23/2009	1496	282
Arnold Schultz, Jr.	Leexus Oil LLC	3/6/2009	1485	732
Dale Schultz and wife, Martha Schultz	Leexus Oil LLC	11/7/2008	1485	733
Garry Carlton Schultz	Leexus Oil LLC	3/11/2009	1485	734
Larry Guy Schultz	Leexus Oil LLC	1/7/2009	1485	735
Leland B. Schultz	Leexus Oil LLC	11/12/2008	1485	736
Lyndon F. Schultz	Leexus Oil LLC	3/2/2009	1485	737
Melton Schultz	Leexus Oil LLC	3/16/2009	1485	738
Norman Schultz	Leexus Oil LLC	2/17/2009	1485	739
Paul Schultz	Leexus Oil LLC	1/22/2009	1485	740
Preston H. Schultz	Leexus Oil LLC	11/20/2008	1487	728
William Schultz	Leexus Oil LLC	4/3/2009	1485	741
Lana Morgan Silva	Leexus Oil LLC	2/18/2009	1485	742
Lorie Schultz Sommermeyer	Leexus Oil LLC	11/17/2008	1487	729
Nancy F. Thetford	Leexus Oil LLC	1/5/2009	1485	743
Frank C. Shelden and wife Millicent Brown Shelden	County, Management, Inc.	7/25/1979	134	384

VOL 1322 PG 0018

**Animal 1H Leases**

Recorded in the Official Records of Lee County, Texas:

Lessor	Lessee	Lease Date	Book #	Page #
Gladys Marie Prine	Ironrock Webb Energy Group, LLC	9/30/2019	1260	372
Pearly Louise Watts Els	Ironrock Webb Energy Group, LLC	9/30/2019	1260	370
Linda Ruth West Stork	Ironrock Webb Energy Group, LLC	9/30/2019	1260	368
David Westley Stork	Ironrock Webb Energy Group, LLC	9/30/2019	1260	364
Amy Kate Stork	Ironrock Webb Energy Group, LLC	9/30/2019	1260	366
Janet Simmang	Ironrock Webb Energy Group, LLC	9/5/2019	1260	362
Shawna Hall Salas	Ironrock Webb Energy Group, LLC	10/11/2019	1260	374
Patrick Creppel	Ironrock Webb Energy Group, LLC	9/5/2019	1260	360
Timothy Christopher Hall	Ironrock Webb Energy Group, LLC	10/11/2019	1260	376
Nikki L. Alston and Kenneth W. Alston	Prominence Oil & Gas, LLC	6/20/2021	1301	313
Ronald Thomas Hall	Prominence Oil & Gas, LLC	6/15/2021	1302	684

**Swedish Chef Unit Leases**

Recorded in the Official Records of Washington County, Texas:

Lessor	Lessee	Lease Date	Book #	Page #
Virginia Fischer, et al	Fort Trinidad Investors, LLC	4/1/2018	1638	025
Virginia Fischer, et al	Fort Trinidad Investors, LLC	4/1/2018	1655	512
William Charles Merten, et ux	Texian Mineral & Royalty, LLC	8/2/2018	1643	094
Mary Beth Merten Jewell, et vir	Texian Mineral & Royalty, LLC	6/6/2018	1638	197
Darrell & Rebecca Plagens	Texian Mineral & Royalty, LLC	6/20/2018	1637	282
Jerry H. Merten, et ux	Texian Mineral & Royalty, LLC	6/19/2018	1637	278
Rebecca Ann Plagens, et al	Texian Mineral & Royalty, LLC	9/6/2018	1645	661
Barry Lee Goldberg, et ux	Texian Mineral & Royalty, LLC	6/20/2018	1637	276
Nora Lee Goldberg	Texian Mineral & Royalty, LLC	6/23/2018	1637	280
State of Texas (MF095755)	Texian Mineral & Royalty, LLC	11/19/2019	1703	380

**Grover Unit Leases**

Recorded in the Official Records of Washington County, Texas:

Lessor	Lessee	Lease Date	Book #	Page #
Ross Lee Barrington and wife, Teri Linn Barrington	Matrix Revolution, LLC	02/23/21	1772	748
Dennis D. Young	Matrix Revolution, LLC	03/08/21	1776	235
Douglas & Sedalia Ullrich	TMRX Petroleum	03/20/18	1628	217
John J. D'Louhy	TMRX Petroleum	02/15/18	1628	883
Edward M. Lee and Ellen Lee Family Trust	Matrix Revolution, LLC	01/13/21	1762	862
Jerrett D. Kessler	TMRX Petroleum	12/10/18	1664	898
Dusti Marburger	TMRX Petroleum	12/10/18	1664	898
Jack W. Weidemann & Bobbie A. Weidemann, husband and wife	TMRX Petroleum	06/20/18	1637	777
Lance Gebert & Debra Gebert, husband and wife	TMRX Petroleum	05/09/18	1640	215
Lee James Bookout	TMRX Petroleum	05/09/18	1637	146
Lloyd & Judy Matejowsky	TMRX Petroleum	05/09/18	1637	144
Harley R. Weyand and wife, Carol Weyand	TMRX Petroleum	01/15/21	1772	739
James & Julia Holmes	TMRX Petroleum	03/20/18	1633	695
Dr. Martin Stanley Fischer & wife, Mary Lee Fischer	TMRX Petroleum	01/15/21	1776	240
Douglas & Sedalia Ullrich	TMRX Petroleum	03/20/18	1628	217
Larry Lester Woytek	TMRX Petroleum	03/01/18	1628	881
Elaine Nancy Haynes	TMRX Petroleum	03/01/18	1628	876
Betty Woytek Whitehead	TMRX Petroleum	03/01/18	1628	874
James Calvin Sellers and wife, Emily Elaine Sellers	TMRX Petroleum	03/01/18	1628	878
Highground, formally Baptist Foundation	Matrix Revolution, LLC	11/23/20	1757	401
Robert Lucher	Matrix Revolution, LLC	01/19/21	1766	289
Cynthia Lucher Brittain	Matrix Revolution, LLC	01/19/21	1766	293
Timothy Lucher	Matrix Revolution, LLC	01/19/21	1766	285
Kenneth Lucher	Matrix Revolution, LLC	01/19/21	1766	291
Kimberly Lucher Wilson	Matrix Revolution, LLC	01/19/21	1766	287
Kevin Lucher	Matrix Revolution, LLC	01/19/21	1766	295
Rafael Gomes and Elena Espiondola	Matrix Revolution, LLC	11/02/20	1722	745

**Part II: AIP Borrower, LP Legacy Leases**

Lessor	Lessee	Lease Date	Book #	Page #	Instrument#	County	State
Jerry L. Schafer	Paleo Oil Company LLC	7/19/2018	1233	1050	2018-02835	Lee	Texas
Jetta-X2, LP	Paleo Oil Company LLC	11/1/2018	1879	773	18-07583	Fayette	Texas
Stanley Budnik	Paleo Oil Company LLC	7/19/2018	1233	1054	2018-02836	Lee	Texas
Taylor Land & Mineral Services, Inc.	Paleo Oil Company LLC	10/15/2018	1878	476	18-07311	Fayette	Texas
Taylor Land & Mineral Services, Inc.	Paleo Oil Company LLC	10/15/2018	1878	473	18-07310	Fayette	Texas
Texas Osage Royalty Pool Inc	Paleo Oil Company LLC	5/24/2018	1874	610	18-06471	Fayette	Texas
Texas Osage Royalty Pool Inc	Paleo Oil Company LLC	8/15/2018	1876	459	18-06810	Fayette	Texas
William E. Budnik	Paleo Oil Company LLC	7/19/2018	1233	1046	2018-02833	Lee	Texas
Loretta Chilek	Taylor Land & Mineral Services, Inc.	5/24/2018	1872	831	18-06121	Fayette	Texas
Karp Holdings	Taylor Land & Mineral Services, Inc.	10/9/2018	1876	886	18-06934	Fayette	Texas
Willfred G. Foehr, et ux	Taylor Land & Mineral Services, Inc.	8/10/2018	1876	465	18-06814	Fayette	Texas
Bruce Burleson	Taylor Land & Mineral Services, Inc.	8/13/2018	1882	723	18-08234	Fayette	Texas
Carol Timme	Taylor Land & Mineral Services, Inc.	10/10/2018	1882	724	18-08235	Fayette	Texas
Dorothy Rather	Taylor Land & Mineral Services, Inc.	10/9/2018	1882	725	18-08236	Fayette	Texas
Thomas Lowery	Taylor Land & Mineral Services, Inc.	8/5/2018	1876	464	18-06813	Fayette	Texas
Hugo Rodriguez, et ux	Taylor Land & Mineral Services, Inc.	8/27/2018	1878	439	18-07296	Fayette	Texas
Leexus Oil & Gas, LLC	Taylor Land & Mineral Services, Inc.	1/10/2019	1885	549	19-00242	Fayette	Texas
Linda Skinner	Taylor Land & Mineral Services, Inc.	8/21/2018	1876	466	18-06815	Fayette	Texas
Ledbetter Cemetery Assoc.	Taylor Land & Mineral Services, Inc.	8/28/2018	1878	446	18-07301	Fayette	Texas
Janet Matthijetz	Taylor Land & Mineral Services, Inc.	8/8/2018	1876	463	18-06812	Fayette	Texas
Carolyn Keng, et al	Taylor Land & Mineral Services, Inc.	9/10/2018	1876	575	18-06841	Fayette	Texas
Joan Goehring	Taylor Land & Mineral Services, Inc.	8/10/2018	1878	442	18-07298	Fayette	Texas
Robin Zapalac	Taylor Land & Mineral Services, Inc.	8/28/2018	1878	469	18-07307	Fayette	Texas
Christine Dyer Jervis & Jon H. Jervis	Taylor Land & Mineral Services, Inc.	8/28/2018	1878	471	18-07309	Fayette	Texas
Christine Jervis	Taylor Land & Mineral Services, Inc.	8/28/2018	1878	470	18-07308	Fayette	Texas
Lillian Dyer Trust	Taylor Land & Mineral Services, Inc.	8/28/2018	1878	444	18-07299	Fayette	Texas
Robert Reid, et ux	Taylor Land & Mineral Services, Inc.	8/31/2018	1878	445	18-07300	Fayette	Texas

Lessor	Lessee	Lease Date	Book #	Page #	Instrument#	County	State
Curtis Moore	Taylor Land & Mineral Services, Inc.	9/10/2018	1878	447	18-07302	Fayette	Texas
Erma Webster	Taylor Land & Mineral Services, Inc.	9/10/2018	1882	739	18-08244	Fayette	Texas
Hubert Silva and wife Ruby	Taylor Land & Mineral Services, Inc.	10/4/2018	1878	449	18-07303	Fayette	Texas
Rita Clay	Taylor Land & Mineral Services, Inc.	10/5/2018	1878	450	18-07304	Fayette	Texas
Larry L. Woytek, et ux	Taylor Land & Mineral Services, Inc.	9/20/2018	1882	740	18-08245	Fayette	Texas
Kenneth Lehmann	Taylor Land & Mineral Services, Inc.	9/10/2018	1882	741	18-08246	Fayette	Texas
Kitchens Real Estate Partnership, Ltd.	Taylor Land & Mineral Services, Inc.	9/20/2018	1882	742	18-08247	Fayette	Texas
Herbert Jackson	Taylor Land & Mineral Services, Inc.	9/20/2018	1882	735	18-08241	Fayette	Texas
Luis Flores	Taylor Land & Mineral Services, Inc.	11/5/2018	1882	738	18-08243	Fayette	Texas
Wayne Navarro and Joyce Navarro	Taylor Land & Mineral Services, Inc.	8/5/2018	1876	462	18-06811	Fayette	Texas
Providence Minerals, Ltd.	Taylor Land & Mineral Services, Inc.	1/14/2019	1887	659	19-00723	Fayette	Texas
Charles Weerts	Taylor Land & Mineral Services, Inc.	6/13/2018	1876	468	18-06817	Fayette	Texas
Michael Weerts	Taylor Land & Mineral Services, Inc.	6/13/2018	1876	467	18-06816	Fayette	Texas
Penelope Carter	Taylor Land & Mineral Services, Inc.	9/11/2018	1876	888	18-06935	Fayette	Texas
Theodora Boehm	Taylor Land & Mineral Services, Inc.	9/11/2018	1876	890	18-06936	Fayette	Texas
Ledbetter Volunteer Fire Dept.	Taylor Land & Mineral Services, Inc.	9/6/2018	1882	730	18-08239	Fayette	Texas
Casey Smith, et al	Taylor Land & Mineral Services, Inc.	9/10/2018	1876	577	18-06842	Fayette	Texas
Carolyn Keng	Taylor Land & Mineral Services, Inc.	1/14/2018	1882	734	18-08240	Fayette	Texas
Casey Smith & Jamie Manning	Taylor Land & Mineral Services, Inc.	1/14/2018	1882	736	18-08242	Fayette	Texas
Christine Dyer Jervis, et al	Taylor Land & Mineral Services, Inc.	8/28/2018	1878	451	18-07305	Fayette	Texas
JRJ Land & Cattle, et al	Taylor Land & Mineral Services, Inc.	8/28/2018	1878	467	18-07306	Fayette	Texas
Donald Smith	Taylor Land & Mineral Services, Inc.	11/5/2018	1885	551	19-00243	Fayette	Texas
Gwen Bryant	Taylor Land & Mineral Services, Inc.	11/5/2018	1885	555	19-00245	Fayette	Texas
Marcia G. Roberson	Taylor Land & Mineral Services, Inc.	11/5/2018	1885	553	19-00244	Fayette	Texas
Lillie S. Jones	Taylor Land & Mineral Services, Inc.	11/5/2018	1886	794	19-00518	Fayette	Texas
Monica Baker	Taylor Land & Mineral Services, Inc.	11/5/2018	1886	792	19-00517	Fayette	Texas
Ronald Smith	Taylor Land & Mineral Services, Inc.	11/5/2018	1886	796	19-00519	Fayette	Texas
Dorothy Moore	Taylor Land & Mineral Services, Inc.	1/11/2019	1887	658	19-00722	Fayette	Texas
Triumph Missionary Baptist Church	Taylor Land & Mineral Services, Inc.	10/5/2018	1886	799	19-00521	Fayette	Texas



Lessor	Lessee	Lease Date	Book #	Page #	Instrument#	County	State
Clifton Painter, et ux	Taylor Land & Mineral Services, Inc.	11/7/19	1886	801	19-00522	Fayette	Texas
Ledbetter Landmark, LLC	Taylor Land & Mineral Services, Inc.	10/23/2018	1886	788	19-00516	Fayette	Texas
Ray George & Rita Gillum	Texian Mineral & Royalty, LLC	10/1/17	1222	709	2018-00428	Lee	Texas
Jeffrey Blume and Sandra R. Blume	Texian Mineral & Royalty, LLC	11/8/2017	1222	706	2018-00427	Lee	Texas
Jeffrey Blume and Sandra R. Blume	Texian Mineral & Royalty, LLC	11/8/2017	1850	937	18-01468	Fayette	Texas
Jeffrey Blume and Sandra R. Blume	Texian Mineral & Royalty, LLC	11/8/2017	1850	934	18-01467	Fayette	Texas
Jeffrey Blume and Sandra R. Blume	Texian Mineral & Royalty, LLC	11/8/2017	1850	940	18-01469	Fayette	Texas
Solis Family Properties, L.P.	Texian Mineral & Royalty, LLC	9/6/2017	1851	350	18-01561	Fayette	Texas
Ronald Holle, and wife Dorothy	Todd Weiss	11/3/2017	1223	1041	2018-00754	Lee	Texas
Fulton Quien Sabe Ranches LP	Beland Energy LLC	4/19/2018	1866	179	18-04762	Fayette	Texas
Marlene Schmidt Waak	Beland Energy LLC	4/19/2018	1859	672	18-03468	Fayette	Texas
Cindy Randermann	Taylor Land & Mineral Services, Inc.	9/20/2018	1239	307	2018-04091	Lee	Texas
Gaylynn Lawrence	Taylor Land & Mineral Services, Inc.	9/20/2018	1239	309	2018-04093	Lee	Texas
Chase Lawrence	Taylor Land & Mineral Services, Inc.	9/20/2018	1239	311	2018-04095	Lee	Texas
Thomas Wrinkle, et ux	Taylor Land & Mineral Services, Inc.	9/7/2018	1237	551	2018-03700	Lee	Texas
Rita Wrinkle	Taylor Land & Mineral Services, Inc.	9/7/2018	1237	552	2018-03701	Lee	Texas
Marshall Bennett	Taylor Land & Mineral Services, Inc.	8/20/2018	1239	315	2018-04099	Lee	Texas
Donna Phillips	Taylor Land & Mineral Services, Inc.	9/10/2018	1239	314	2018-04098	Lee	Texas
Jesus Delarosa	Taylor Land & Mineral Services, Inc.	10/2/2018	1239	696	2018-04201	Lee	Texas
Hector Chairez	Taylor Land & Mineral Services, Inc.	8/15/2018	1239	697	2018-04202	Lee	Texas
Jose Perez	Taylor Land & Mineral Services, Inc.	8/15/2018	1239	698	2018-04203	Lee	Texas
Rojelio S. Torres, et ux	Taylor Land & Mineral Services, Inc.	9/19/2018	1239	312	2018-04096	Lee	Texas
Candy Clark	Taylor Land & Mineral Services, Inc.	8/2/2018	1239	695	2018-04200	Lee	Texas
Jennifer McCormick	Taylor Land & Mineral Services, Inc.	8/15/2018	1239	693	2018-04198	Lee	Texas
Jon Ray, et ux	Taylor Land & Mineral Services, Inc.	8/28/2018	1239	310	2018-04094	Lee	Texas
Norris Fuchs	Taylor Land & Mineral Services, Inc.	9/19/2018	1239	308	2018-04092	Lee	Texas
Stephen Cornwell	Taylor Land & Mineral Services, Inc.	9/20/2018	1239	306	2018-04090	Lee	Texas
John E. Prewitt	Taylor Land & Mineral Services, Inc.	10/9/2018	1239	694	2018-04199	Lee	Texas
Jose Alvarez	Taylor Land & Mineral Services, Inc.	8/20/2018	1239	313	2018-04097	Lee	Texas
Ray Maass, et ux	Taylor Land & Mineral Services, Inc.	8/28/2018	1239	305	2018-04089	Lee	Texas

Lessor	Lessee	Lease Date	Book #	Page #	Instrument#	County	State
Christine Dyer Jervis, et al	Beland Energy, LLC	2/20/2018	1857	841		Fayette	Texas
Devon Energy Production Co., L.P.	Matrix Revolution, LLC	1/31/2019	1890	620		Fayette	Texas
Devon Energy Production Co., L.P.	Matrix Revolution, LLC	1/31/2019	1246	986		Lee	Texas
Donald M. Ward	Paleo Oil Company LLC	7/26/2018	1233	1041	2018-02832	Lee	Texas
Gary D. Ward	Paleo Oil Company LLC	7/26/2018	1233	855	2018-02801	Lee	Texas
Wesley Ward	Paleo Oil Company LLC	7/26/2018	1233	856	2018-02802	Lee	Texas
State of Texas (MF120226)	Paleo Oil Company LLC	1/21/2020	1929	886		Fayette	Texas
Betty C. Cook	Taylor Land & Mineral Services, Inc.	5/23/2020	1946	808		Fayette	Texas
Bonnie Orsak & husband, Daniel	Taylor Land & Mineral Services, Inc.	5/8/2018	1872	826		Fayette	Texas
Wilbert Otto Dernehl, Jr.	Taylor Land & Mineral Services, Inc.	5/8/2018	1872	827		Fayette	Texas
Billy Jack Albers, et al	Taylor Land & Mineral Services, Inc.	5/28/2018	1874	83		Fayette	Texas
David Schulz	Taylor Land & Mineral Services, Inc.	11/12/2019	1924	410		Fayette	Texas
Jason R. Adams	Taylor Land & Mineral Services, Inc.	10/24/2019	1924	414		Fayette	Texas
Jena Adams Tally	Taylor Land & Mineral Services, Inc.	10/24/2019	1924	413		Fayette	Texas
Ginger Faye Ebner	Taylor Land & Mineral Services, Inc.	5/24/2018	1872	830		Fayette	Texas
Reagie Ebner & wife, Michele Ebner	Taylor Land & Mineral Services, Inc.	8/5/2018	1872	828		Fayette	Texas
Valgene Ebner	Taylor Land & Mineral Services, Inc.	5/15/2018	1872	829		Fayette	Texas
Chovanec Management Trust	Todd Weiss	12/7/2017	1850	669		Fayette	Texas
Alice Kuehn Sparks	Polaris E&P, LLC	12/6/2017	1220	217	2017-04149	Lee	Texas
Angela Davis	HB2 Origination, LLC	8/10/2019	1257	388	2019-03081	Lee	Texas
Angela R. Fulcher	Taylor Land & Mineral Services, Inc.	6/19/2018	1233	726	2018-02769	Lee	Texas
Billy Elizondo, et ux	Taylor Land & Mineral Services, Inc.	9/19/2018	124]	98	2018-04614	Lee	Texas
Candy Clark	Taylor Land & Mineral Services, Inc.	8/20/2018	1239	695	2018-04200	Lee	Texas
Carrot D. McGehee	Texian Mineral & Royalty, LLC	5/30/2018	1233	692	2018-02761	Lee	Texas
Chase Lawrence	Taylor Land & Mineral Services, Inc.	9/20/2018	1239	311	2018-04095	Lee	Texas
Cindy Randermann	Taylor Land & Mineral Services, Inc.	9/20/2018	1239	307	2018-04091	Lee	Texas
Elroy E. Kuehn	Polaris E&P, LLC	12/5/2017	1219	1091	2017-04104	Lee	Texas
Gary Gerdes	Taylor Land & Mineral Services, Inc.	6/13/2018	1233	689	2018-02759	Lee	Texas
Gary Gerdes	Taylor Land & Mineral Services, Inc.	6/13/2018	1233	691	2018-02760	Lee	Texas
Gary W. Gerdes	Paleo Oil Company, LLC	10/12/2018	1241	99	2018-04615	Lee	Texas

Lessor	Lessee	Lease Date	Book #	Page #	Instrument#	County	State
Gold Endeavor Development, LLC	Taylor Land & Mineral Services, Inc.	7/6/2018	1234	486	2018-03028	Lee	Texas
Harold Pieratt, et ux	Taylor Land & Mineral Services, Inc.	6/25/2018	1233	693	2018-02762	Lee	Texas
Hector Chairez	Taylor Land & Mineral Services, Inc.	8/15/2018	1239	697	2018-04202	Lee	Texas
Irma R. De la Cruz	HB2 Origination, LLC	8/10/2019	1257	391	2019-03084	Lee	Texas
Jared Wolfe, et ux	GeoSouthern Energy Partners, LP	2/21/2017	1205	382	2017-01014	Lee	Texas
Jennifer N. McCormick	Taylor Land & Mineral Services, Inc.	8/15/2018	1239	693	2018-04198	Lee	Texas
Jesus Delarosa	Taylor Land & Mineral Services, Inc.	10/2/2018	1239	696	2018-04201	Lee	Texas
Jetta X-2, L.P.	Paleo Oil Company, LLC	11/1/2018	1241	121	2018-04621	Lee	Texas
Jetta X-2, L.P.	Paleo Oil Company, LLC	11/1/2018	1879	773	2018-07583	Lee	Texas
John E. Prewett, et ux	Taylor Land & Mineral Services, Inc.	10/9/2018	1239	694	2018-04199	Lee	Texas
John Ray, et ux	Taylor Land & Mineral Services, Inc.	8/28/2018	1239	310	2018-04094	Lee	Texas
Jose Alvarez	Taylor Land & Mineral Services, Inc.	8/20/2018	1239	313	18-04097	Lee	Texas
Jose Perez	Taylor Land & Mineral Services, Inc.	8/15/2018	1239	698	2018-04203	Lee	Texas
Kenneth E. Carey, et ux	HB2 Origination, LLC	8/10/2019	1257	392	2019-03085	Lee	Texas
Kenneth Wayne Rethke	Beland Energy, LLC	2/26/2018	1228	94	2018-02833	Lee	Texas
Larry Eslick, et ux	HB2 Origination, LLC	6/3/2019	1254	1113	2019-02488	Lee	Texas
Lee County Water Supply	Taylor Land & Mineral Services, Inc.	9/11/2018	1241	96	2018-04613	Lee	Texas
Marion M. Hawkins	HB2 Origination, LLC	6/13/2019	1255	926	2019-02683	Lee	Texas
Marion M Hawkins	HB2 Origination, LLC	6/13/2019	1255	925	2019-02682	Lee	Texas
Marshall Bennett	Taylor Land & Mineral Services, Inc.	8/20/2018	1239	315	2018-04099	Lee	Texas
Martin E. Janczak, et ux	GeoSouthern Energy Partners, LP	3/7/2017	1205	364	2017-00997	Lee	Texas
Mary Beth Sledge	HB2 Origination, LLC	8/10/2019	1257	1050	2019-03218	Lee	Texas
Metro Container, LLC	HB2 Origination, LLC	1/24/2020	1267	1	2020-00506	Lee	Texas
Michael S. Janczak, et ux	GeoSouthern Energy Partners, LP	3/7/2017	1207	894	2017-01498	Lee	Texas

Lessor	Lessee	Lease Date	Book #	Page #	Instrument#	County	State
Norberto Lara Jr.	HB2 Origination, LLC	8/10/2019	1257	389	2019-03082	Lee	Texas
Norris Fuchs	Taylor Land & Mineral Services, Inc.	9/19/2018	1239	308	2018-04092	Lee	Texas
Nutshell, Inc.	Taylor Land & Mineral Services, Inc.	6/19/2018	1233	727	2018-02770	Lee	Texas
Nutshell, Inc.	GeoSouthern Energy Partners, LP	3/1/2017	1205	384	2017-01016	Lee	Texas
Placke Family Ltd,	TMRX Petroleum, LLC	7/30/2018	1235	958	2018-03344	Lee	Texas
Plainview Petroleum	HB2 Origination, LLC	1/15/2020	1266	572	2020-00384	Lee	Texas
Rafael Salazar	Taylor Land & Mineral Services, Inc.	10/2/2018	1241	100	2018-04616	Lee	Texas
Ray Maass, et ux	Taylor Land & Mineral Services, Inc.	8/28/2018	1239	305	18-04089	Lee	Texas
Rick Fulcher, Sr., et ux	GeoSouthern Energy Partners, LP	3/1/2017	1205	383	2017-01015	Lee	Texas
Rojelio S. Torres, et ux	Taylor Land & Mineral Services, Inc.	9/19/2018	1239	312	2018-04096	Lee	Texas
Roy T. Locke	HB2 Origination, LLC	8/10/2019	1257	387	2019-03080	Lee	Texas
Ruth A. Placke Life Estate and Ramp Farm, Ltd.	TMRX Petroleum, LLC	7/30/2018	1235	960	2018-03346	Lee	Texas
Shirley Kuehn Adkins	Polaris E&P, LLC	12/6/2017	1220	605	2017-04221	Lee	Texas
Stephanie DeAngelo	HB2 Origination, LLC	8/10/2019	1258	329	2019-03265	Lee	Texas
Stephen Cornwell, et ux	Taylor Land & Mineral Services, Inc.	8/20/2018	1239	306	18-04090	Lee	Texas
Susan Strauch	HB2 Origination, LLC	8/10/2019	1257	390	2019-03083	Lee	Texas
Texas Osage Royalty Pool, Inc.	Paleo Oil Company, LLC	3/15/2018	1228	490	2018-01765	Lee	Texas
The Sipes Living Trust	Taylor Land & Mineral Services, Inc.	9/19/2018	1241	95	2018-04612	Lee	Texas
Timothy & Carolyn McGhee	HB2 Origination, LLC	6/3/2019	1254	1116	2019-02489	Lee	Texas
Tower Rock Royalties	HB2 Origination, LLC	1/15/2020	1266	571	2020-00383	Lee	Texas
Vance T. Bradford	Taylor Land & Mineral Services, Inc.	7/6/2018	1234	484	2018-03026	Lee	Texas
Warner A. Mize	Texian Mineral & Royalty, LLC	7/10/2017	1216	913	2017-03315	Lee	Texas
William Placke	TMRX Petroleum, LLC	7/30/2018	1235	959	2018-03345	Lee	Texas
Union Pacific Railroad Company	Paleo Oil Company LLC	10/1/2018	1240	375	2018-04394	Lee	Texas



Lessor	Lessee	Lease Date	Instrument#	County	State
Moehlman, Shirley J. H. Klaus	Gaspar Rice Resources, Ltd.	6/6/2005	055017	Austin	Texas
Canik, Gilbert E. et al	Gaspar Rice Resources, Ltd.	6/4/2005	055016	Austin	Texas
Huff, Judith	Carr Resources, Inc.	8/9/2016	163829	Austin	Texas
Horlen, Gale Huff	Carr Resources, Inc.	8/9/2016	163828	Austin	Texas
Barnett, Sandra F., Individually and as Independent Executrix of the Est. of James G. Barnett, deceased	Carr Resources, Inc.	10/24/2011	120533	Austin	Texas
Bettis, Laurie Beth Hegemeyer et al	Carr Resources, Inc.	8/23/2016	165104	Austin	Texas
Huff, Judith	Carr Resources, Inc.	8/9/2016	163829	Austin	Texas
Horlen, Gale Huff	Carr Resources, Inc.	8/9/2016	163828	Austin	Texas
Geisler, Evelyn	Gaspar Rice Resources, Ltd.	6/1/2005	055015	Austin	Texas
Barry, Jyirildean M. and Alice Ann Barry	Carr Resources, Inc.	2/5/2015	151302	Austin	Texas
Platte, Ernest	Gaspar Rice Resources, Ltd.	7/1/2005	055020	Austin	Texas
Pfeffer, Gloria Luedke	Gaspar Rice Resources, Ltd.	6/30/2005	055463	Austin	Texas
Pfeffer, Woody Dean	Gaspar Rice Resources, Ltd.	7/7/2005	055957	Austin	Texas
Potter, Verbean Gale Pfeffer et al	Carr Resources, Inc.	1/20/2015	151304	Austin	Texas
Pfeffer, Gary Dale	Gaspar Rice Resources, Ltd.	9/6/2005	056711	Austin	Texas
Pfeffer, DuWayne	Carr Resources, Inc.	2/11/2015	151307	Austin	Texas
Pilcik, Bruce et ux	Gaspar Rice Resources, Ltd.	5/31/2005	054274	Austin	Texas
Mertz, Daniel Charles	Gaspar Rice Resources, Ltd.	6/23/2005	055459	Austin	Texas
Bass, Kevin Douglas	Carr Resources, Inc.	4/17/2014	142366	Austin	Texas
Lahrman, Russell Paul et ux, Lisa R.	Gaspar Rice Resources, Ltd.	7/20/2005	055956	Austin	Texas
Lahrman, Lloyd, Ind.& as Trustee	Gaspar Rice Resources, Ltd.	7/20/2005	055958	Austin	Texas
Kaase, Mary Ann and Angeline Ann Kaase Howard	Gaspar Rice Resources, Ltd.	4/23/2008	083182	Austin	Texas
Algar Land & Mineral Trust	Carr Resources, Inc.	11/6/2014	150227	Austin	Texas
Pomykal, Norman	Carr Resources, Inc.	5/23/2011	112720	Austin	Texas
Kacir Wheeler, LLC	Carr Resources, Inc.	7/21/2017	174147	Austin	Texas
Kacir, Sidney	Carr Resources, Inc.	8/15/2011	114167	Austin	Texas
Skrabanek, Dorothy	Carr Resources, Inc.	12/23/2011	120531	Austin	Texas
Fite, Gloria Ruth Schiller	Carr Resources, Inc.	5/23/2011	112719	Austin	Texas
Pomykal, Gayle	Carr Resources, Inc.	5/23/2011	112721	Austin	Texas



Lessor	Lessee	Lease Date	Instrument#	County	State
Wood, William Ronnie et al	Carr Resources, Inc.	4/22/2014	142372	Austin	Texas
Schiller, Edward W.	Carr Resources, Inc.	8/15/2011	114168	Austin	Texas
Kacir, Kyle A.	Carr Resources, Inc.	8/18/2011	114165	Austin	Texas
Kacir, Karl W.	Carr Resources, Inc.	8/22/2011	114166	Austin	Texas
Kacir, Kent C.	Carr Resources, Inc.	8/22/2011	114976	Austin	Texas
Moody, Katherine	Carr Resources, Inc.	6/18/2014	143319	Austin	Texas
Alvarado, Karen	Carr Resources, Inc.	8/3/2018	184902	Austin	Texas
Farrow, Gayle	Carr Resources, Inc.	12/14/2018	190440	Austin	Texas
Bethke, Karen	Carr Resources, Inc.	12/14/2018	190441	Austin	Texas
Pilcik, Bruce R. et ux	Carr Resources, Inc.	5/23/2011	112716	Austin	Texas
Pilcik Bronson Ray et ux	Carr Resources, Inc.	5/23/2011	112717	Austin	Texas
Wallace, Ava Margaret	Carr Resources, Inc.	5/24/2017	173314	Austin	Texas
Kuehn, Edwin A. et ux	Carr Resources, Inc.	5/30/2011	112718	Austin	Texas
King, Hurley O. et ux	Carr Resources, Inc.	5/30/2011	112723	Austin	Texas
Mahon, Jerry et ux	Carr Resources, Inc.	1/11/2019	190442	Austin	Texas
Mahon, Jerry et ux	Carr Resources, Inc.	5/2/2017	172282	Austin	Texas
Crathers, Mable Dean	Carr Resources, Inc.	5/23/2011	112724	Austin	Texas
King, Willie Mae	Carr Resources, Inc.	3/31/2014	142365	Austin	Texas
King, Howard Jr.	Carr Resources, Inc.	5/31/2017	173312	Austin	Texas
Parker, Ora Nell	Carr Resources, Inc.	3/31/2014	142363	Austin	Texas
Mays, Shirleen	Carr Resources, Inc.	3/31/2014	142362	Austin	Texas
King, Derry Lewis	Carr Resources, Inc.	3/31/2014	142358	Austin	Texas
Henry, Merlean	Carr Resources, Inc.	3/31/2014	142359	Austin	Texas
Hall, Mable	Carr Resources, Inc.	3/31/2014	142360	Austin	Texas
Taylor, Genette	Carr Resources, Inc.	3/31/2014	142361	Austin	Texas
King, Willie Mae	Carr Resources, Inc.	3/31/2014	142365	Austin	Texas
Brown, Marilyn et al	Carr Resources, Inc.	4/14/2014	142368	Austin	Texas
Eben, Clarence	Gasper Rice Resources, Ltd.	7/26/2005	055023	Austin	Texas
Bass, Kevin Douglas	Carr Resources, Inc.	9/2/2014	144408	Austin	Texas

**EXHIBIT B**

ATTACHED TO AND MADE A PART OF THAT CERTAIN WELLBORE ASSIGNMENT AND BILL OF SALE FROM  
HB2 ORIGATION, LLC TO ALPINE SUMMIT FUNDING LLC  
DATED EFFECTIVE AS OF APRIL 1, 2022

**EXCLUDED ASSETS**

**“Excluded Assets”** means all of the following of Assignor:

- (a) all corporate, financial, income Tax, franchise tax, and legal data and records of Assignor and its Affiliates (other than Issuer Books and Records), and all other information, records, and data that relate to Assignor’s or any of its Affiliates’ business generally;
- (b) all accounts receivable and all rights to payment, reimbursement, refund, or indemnity accruing or attributable to any period before the Effective Time or to any Excluded Assets, including any right to payment or refund under any Lease or otherwise with respect to any Burdens or the overpayment thereof, and all rights, Claims, refunds, causes of action, or choses in action relating to the foregoing;
- (c) all production of Hydrocarbons from or attributable to the Wells or Wellbore Interests with respect to any period before the Effective Time (including Hydrocarbons in storage on the Effective Time, including (i) all proceeds attributable to any such pre-Effective Time production, and all other income, revenue, and proceeds attributable to the Wells or Wellbore Interests with respect to any period before the Effective Time, and (ii) all rights, Claims, refunds, causes of action, or choses in action relating to such pre-Effective Time production, income, revenue, and proceeds (including settlement of take-or-pay disputes));
- (d) all overhead costs and expenses paid or payable by Third Parties to Assignor or any of its Affiliates pursuant to any applicable joint operating agreement;
- (e) (i) all cash and cash equivalents held by Assignor or any of its Affiliates; (ii) all deposits paid by Assignor or any of its Affiliates; (iii) all surety bonds, rights under any letters of credit, and collateral pledged to secure any Liability or obligation of Assignor or any of its Affiliates in respect of any of the Wells or Wellbore Interests or any of the Excluded Assets; and (iv) all Claims, payments, and proceeds under any insurance policies held by Assignor and its Affiliates, in each case, to the extent (1) relating to any Excluded Asset or to any matter for which Assignor has indemnified the Issuer Indemnity Group, (2) attributable to any Title Failure for which Assignee has been provided a remedy under Section 5.11 of the APA that has been fulfilled in accordance therewith or (3) related to the period prior to the Effective Time;
- (f) all other proceeds from the settlement or disposition of any Claims, Proceedings, or disputes, and all other rights, claims, refunds, causes of action, and choses in action, in each case, owed or paid to or in favor of Assignor or any of its Affiliates, in each case, to the extent such proceeds (i) arise out of or relate to any of the other Excluded Assets or to any matters for which Assignor has indemnified the Issuer Indemnity Group, (ii) are attributable to any Title Failure for which Assignee has been provided a remedy under Section 5.11 of the APA that has been fulfilled in accordance therewith or (iii) that relate to the period prior to the Effective Time;
- (g) all Retained Hedge Contracts and all rights thereunder;
- (h) (i) all geologic, geophysical, and seismic information, data, and licenses, including all interpretive data and analysis of any of the foregoing, (ii) all physical cores and all core data and analysis,

(iii) except to the extent related to the Wells, all studies related to reserve assessments and economic estimates and analyses, and (iv) except for items constituting Issuer Books and Records, all other intellectual property of Assignor and its Affiliates;

(i) except for items constituting Issuer Books and Records, all data, software, and records to the extent disclosure or transfer is prohibited or subjected to payment of a fee, penalty, or other consideration by any license agreement or other agreement with a Person other than Affiliates of Assignor, or by applicable Legal Requirements;

(j) all information that is entitled to legal privilege, including attorney work product and attorney-client communications (excluding items constituting Issuer Books and Records);

(k) all records relating to the negotiation and consummation of this Agreement, the Basic Documents, and the Ancillary Agreements, or otherwise to the acquisition or disposition of the Wellbore Interests pursuant to this Assignment or the APA;

(l) all audit rights under joint operating agreements or other Contracts to the extent attributable or relating to periods before the Effective Time, to any other Excluded Assets, or to any matters for which Assignor has indemnified the Issuer Indemnity Group;

(m) any Claims of Assignor or any Affiliate of Assignor for any refunds of or loss of carry forwards in respect of any Taxes for which Assignor is liable for payment or has indemnified the Issuer Indemnity Group, including with respect to (i) taxable periods or portions thereof ending on or prior to the day immediately preceding the day of the Effective Time, (ii) income Taxes or franchise Taxes, or (iii) Taxes attributable to any Excluded Assets;

(n) all office furniture, office supplies, personal computers and associated peripherals, licensed software, cell phones, and telephone equipment;

(o) all email;

(p) the original copies of the Issuer Books and Records;

(q) all right, title, and interest in and to (i) all water, disposal, and other non-Hydrocarbon wells, (ii) all Hydrocarbon wells not constituting any part of the Wells, (ii) Leases to the extent not constituting Wellbore Lease Rights, (iii) all units and pooled or communitized lands, and all unitization, pooling, and communitization agreements, declarations, and designations and statutorily, judicially, or administratively created drilling, spacing, and production units, in each case, to the extent not constituting Unit Rights, (iv) all tangible personal property, fixtures, and improvements to the extent not constituting Well Facilities, (v) all Contracts not constituting any part of the Applicable Contracts, (vi) all files, books, records, documents, data, and information to the extent relating to any Excluded Assets or otherwise not constituting any part of the Issuer Books and Records; and (vii) all rights, claims, and causes of action (including all rights of indemnity, recovery, set-off or refunds against Third Parties) to the extent not constituting Conveyed Claims;

(r) all right, title, and interests in and to the Gathering Facilities to the extent not constituting a part of the Wellbore Interests (i.e., being the remaining undivided interest of all of Assignor's right, title, and interest therein after conveyance of the Wellbore Interests therein) (the "Retained Gathering Facilities"), except for the rights to use the Retained Gathering Facilities set forth in Section 1.3 of this Assignment; and

(s) all other assets and properties of Assignor not described in the definition of Wellbore Interests.

05/09/2022 at 12:51 PM  
# 2022-02015  
FILED FOR RECORD  
SHARON BLASIG  
COUNTY CLERK  
LEE COUNTY, TX

EXHIBIT B

VOL 1322 PG 0031